

WILHELMSSEN TECHNICAL SOLUTIONS GENERAL CONDITIONS OF PURCHASE FOR SERVICES

1. INTRODUCTION

- 1.1 These General Conditions of Purchase for Services set out the terms and conditions that apply to the purchase of Services by WTS from the Supplier where stated in the applicable Purchase Order. Each Purchase Order shall constitute a separate agreement between the Supplier and WTS and shall be deemed to incorporate these General Conditions of Purchase for Services and any Additional Terms (if applicable). If there is any conflict, ambiguity or inconsistency with such documents then the following order of precedence shall apply: (a) the Additional Terms (if any); (b) the terms of the Purchase Order; and (c) these General Conditions of Purchase for Services.
- 1.2 The Supplier shall provide the Services from the date specified in the Purchase Order for the period specified in the Purchase Order. If, following the expiry of this period, WTS informs the Supplier that it wishes to continue to receive the Services, the Services shall continue to be supplied by the Supplier until the Agreement is terminated or until WTS provides the Supplier with at least 2 (two) days' notice requesting cessation.
- 1.3 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party acting as the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

2. DEFINITIONS AND INTERPRETATION

- 2.1 The following expressions shall have the following meanings in these General Conditions of Purchase for Services:

"Additional Terms" means any additional terms and conditions which the Parties have agreed in writing shall be applicable to Purchase Orders such as a 'supplier agreement', 'framework agreement', 'form of agreement' or other similar document signed by the Parties;

"Agreement" means collectively these General Conditions of Purchase for Services, the Purchase Order and the Additional Terms (if any), together with all schedules and appendices referred to in each of those documents;

"Confidential Information" means in relation to each Party, all information of a confidential nature relating to the business, customers and/or operations of that Party (whether such information is disclosed in writing, by delivery of items, orally, by visual presentation, by means of providing access to such information (when, for example, the information is contained on a database or otherwise)) including but not limited to: (i) any such information subsisting in any Intellectual Property Rights of that Party; (ii) any such information which is commercially sensitive or price sensitive; (iii) the business, finances, systems or other affairs of the that Party (and, in the case of WTS, the business, finances, systems or other affairs of any WTS Affiliate); (iv) in the case of

WTS, the customers and potential and actual customer orders of WTS and WTS Affiliates, including, but not limited to customer orders which relate to Purchase Orders; and (v) the provisions of these General Conditions of Purchase for Services, the Additional Terms and the content of any Purchase Order;

"Delivery" means delivery of Services and any related Goods (if applicable);

"Deliverable" means all documents, drawings, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Agreement in any form, including computer programs, data, reports and specifications (including drafts) and any other deliverables specified in the Purchase Order;

"General Conditions of Purchase for Services" means these standard terms and conditions;

"Goods" means the goods or other off-the-shelf products which are to be supplied by the Supplier as set out in the Purchase Order or which otherwise should be provided by the Supplier because they are reasonably required or incidental to the provision of the Services;

"Intellectual Property Rights" means: (i) patents, designs, trademarks (including where applicable, the WTS trademarks) and trade names (whether registered or unregistered), copyright and related rights, database rights, knowhow and Confidential Information; (ii) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals in relation to any such rights;

"Party" shall mean either WTS or the Supplier (as applicable). A reference to the **"Parties"** shall mean WTS and the Supplier;

"Personnel" means all employees, consultants, agents and sub-contractors which are employed or engaged by the Supplier or any sub-contractor of the Supplier in relation to the Services;

"Project Plan" means the plan (if any) notified by WTS to the Supplier which describes the timeframe and/or related milestones for which the Services are to be provided and which, for the avoidance of doubt, may be or form part of a wider project plan which WTS must adhere to;

"Public Official": means (i) any official or employee of any government agency or government-owned or controlled enterprise; (ii) any person performing a public function; (iii) any official or employee of a public international organisation; (iv) any candidate for political office; or (v) any political party or an official of a political party;

"Purchase Order" means an order for Services (and which may also include an order for Goods) submitted in writing by WTS to the

Supplier which shall incorporate these General Conditions of Purchase for Services and the Additional Terms (if applicable);

"Purchase Order Number" means the reference number assigned by WTS;

"Purchase Price" shall mean the amount payable by WTS to the Supplier for the Services and (if applicable) Goods to be supplied under the Purchase Order;

"Services" shall mean any services which are identified on a Purchase Order as being to be provided by the Supplier or which are reasonably required or incidental to the provision of such specified services;

"Supplier" means the entity that receives a Purchase Order to supply Services and (if applicable) Goods to WTS;

"VAT" means value added tax sales tax or similar taxes;

"WTS" means the WTS Affiliate that enters into a Purchase Order to order Goods and/or Services from the Supplier;

"WTS Affiliate" means Wilhelmsen Technical Solutions AS, a company incorporated and registered in Norway with organisation number 992568356 whose registered office is at Strandveien 20, 1366 Lysaker, Norway, and any entity which directly or indirectly controls, is controlled by, or is under common control with Wilhelmsen Technical Solutions AS; and

"WTS Branding" means any branding, trademarks, trade-names, logos and similar identifiers which are owned by or licensed to WTS and which are identified in a Purchase Order as may be used by the Supplier (such as the following brands "WTS", "Unitor", "NOxCare" and "Callenberg").

- 2.2 References to **"Conditions"** are to the provisions in these General Conditions of Purchase for Services. The Condition headings are for convenience only and shall not affect the interpretation of these General Conditions of Purchase for Services. Any phrase introduced by the expressions **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. A reference to **"writing"** or **"written"** includes faxes and, for the purposes of issuing Purchase Orders only, also includes email.

3. SUPPLY OF THE GOODS AND SERVICES

- 3.1 The Supplier shall supply to WTS the Services (and where applicable Goods) as set out in the Purchase Order in accordance with the Purchase Order and the other terms of the Agreement. The Supplier shall also provide services and/or items which are reasonably required or incidental to the provision of such specified services.
- 3.2 The Supplier shall confirm the Purchase Order to WTS in writing within 5 (five) days of receipt of the Purchase Order. If such

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| <p>confirmation has not been received by WTS within 5 (five) days of receipt of the Purchase Order by the Supplier, the Purchase Order shall be deemed to have expired and any subsequent provision of Services and/or Goods which were described in the Purchase Order shall be at the Supplier's risk and may be rejected and not paid for by WTS. Each Party shall use the relevant Purchase Order Number assigned in all subsequent correspondence relating to the Purchase Order.</p> | <p>ix. allow WTS to inspect (without notice) any worksite from where the Services are provided;</p> <p>x. adopt such WTS Branding and related livery as required by WTS in relation to the provision of the Services; and</p> <p>xi. comply with all relevant legal requirements and all applicable law.</p> | <p>applicable), then, without limiting any other right or remedy WTS may have, WTS may claim liquidated damages from the Supplier as described in Condition 6.3. In addition, WTS shall also be entitled to any of the following (at which point the right to claim liquidated damages shall cease in relation to the rejected items): (i) reject any delivered Services and/or refuse to take any subsequent attempted delivery of the Services and/or Goods under the Purchase Order; (ii) terminate the relevant Purchase Order with immediate effect; and/or (iii) obtain substitute services and (if applicable) products from another supplier and recover from the Supplier any costs and expenses reasonably incurred by WTS in obtaining such substitute services and products. In all the aforementioned events WTS may claim damages for any other costs, expenses or losses resulting from the Supplier's failure to achieve Delivery in accordance with the Agreement.</p> |
| <p>3.3 The order confirmation shall always state the Purchase Price and the time and place of delivery. However, for the avoidance of doubt, the purchase order confirmation cannot vary the terms of the Purchase Order and any statement in the confirmation or any other document issued by the Supplier to the contrary shall have no effect.</p> | <p>4. MANUFACTURE AND QUALITY ASSURANCE INSPECTION/VERIFICATION</p> <p>4.1 The Supplier shall manufacture, pack and supply the Goods in accordance with: (i) ISO 9001:2008 and any other ISO standard that may apply to the Goods; and (ii) all generally accepted industry standards and practices that are applicable.</p> | <p>6.3 If the Delivery is delayed, the Supplier shall pay liquidated damages from the date on which the Services and Goods (if applicable) should have been Delivered at a rate of 0.5% of the total Purchase Price for the delayed Services and (if applicable) Goods for each day of delay. The liquidated damages shall not exceed 10% of the total value of the Purchase Price for the delayed Services and (if applicable) Goods.</p> |
| <p>3.4 WTS shall not be obliged to order Services or Goods from the Supplier and may order services and/or products identical or similar to the Services and Goods from any third party.</p> | <p>4.2 The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition including ensuring that any packaging materials (including wooden packing material such as pallets) used for shipments to WTS comply with all applicable statutory and regulatory requirements. In particular, all wood packing materials used must be treated in accordance with IPPC standard ISPM no 15 where applicable.</p> | |
| <p>3.5 Unless agreed otherwise by the Parties, the Supplier undertakes that it shall not distribute or sell to any other customers any product being branded "WTS", "Unitor", "NOxCare", "Callenberg" or with any other WTS owned trademark or brand. The Supplier undertakes that it shall (and shall procure that all of its Personnel and sub-contractors shall):</p> | <p>5. DELIVERY</p> <p>5.1 The Supplier shall ensure that Services and (if applicable) Goods shall be supplied in accordance with the timeframes specified in the Purchase Order (and in the Additional Terms and Project Plan if applicable). Time shall be of the essence in relation to such supply.</p> <p>5.2 Where the Purchase Order specifies that Goods are to be supplied, the Purchaser Order may set out the applicable terms for delivery. Unless otherwise is stated in the Purchase Order, the terms of delivery for Goods which are specified in the Purchase Order shall be interpreted in accordance with Incoterms® 2010. If no specific delivery method is specified in the Purchase Order or Additional Terms (if applicable), all Goods shall be supplied at the same time as the provision of the applicable Services.</p> | <p>7. ACCEPTANCE</p> <p>7.1 WTS shall be entitled to conduct reasonable acceptance tests on the Services. The Supplier shall provide WTS with all reasonable assistance in relation to such tests. The conduct of such acceptance tests shall not preclude the right of WTS to reject the Services and (if applicable) Goods if it subsequently transpires that they have not been provided in accordance with the Agreement or are otherwise defective.</p> |
| <p>i. co-operate with WTS (and, where requested, WTS' customers and other suppliers) in all matters relating to the Services and provide all information (including documents) reasonably requested by WTS to facilitate the provision of and receipt of the Services;</p> | <p>5.3 The title to and risk in the Goods supplied to WTS shall pass to WTS on Delivery.</p> | <p>7.2 If any Services or Goods (if applicable) do not comply with the Purchase Order on Delivery or otherwise do not pass the acceptance tests described in Condition 7.1, then without prejudice to any other right or remedy that WTS may have, WTS may reject those Services and (if applicable) Goods and: (i) require the Supplier to re-deliver the Services and (if applicable) Goods as soon as is reasonably possible; (ii) obtain substitute services or products from a third party supplier, or have the rejected Services re-performed by a third party, and the Supplier shall reimburse WTS for the costs and expenses it reasonably incurs in doing so; (iii) require the Supplier to repay the Purchase Price of the rejected Services and (if applicable) Goods in full (whether or not WTS has previously required the Supplier to re-perform the supply); and/or (vi) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Services and (if applicable) Goods that are not in conformity with the Purchase Order.</p> |
| <p>ii. attend such meetings as may be requested by WTS in relation to the Services;</p> | <p>6. DELAY</p> | |
| <p>iii. provide WTS with regular updates regarding the provision of the Services, including providing such reports as may be reasonably requested by WTS;</p> | <p>6.1 If the Supplier has reason to believe that Delivery will be delayed, the Supplier shall, without unnecessary delay and at the latest within 2 (two) working days of becoming aware of the actual or potential delay, inform WTS, by written notification, about the delay. This notification shall give information of: (i) the reason for and the expected duration of the delay; and (ii) action(s) taken to avoid, limit or remedy the delay.</p> | |
| <p>iv. procure and maintain at its own expense all tools and equipment required to perform the Services;</p> | <p>6.2 If Services are not delivered by the Supplier in accordance with the timeframes specified in the Purchase Order (and Project Plan if</p> | |
| <p>v. provide the Services using all reasonable skill, care, diligence and proper professional and technical expertise and judgement;</p> | | <p>8. PURCHASE PRICES, PAYMENT AND TAX</p> <p>8.1 The Purchase Prices are inclusive of the costs of packaging, packing, labelling, delivery, export documents, invoicing and</p> |
| <p>vi. observe, and ensure that the Supplier's and its sub-contractors' and the Personnel observe, all health and safety rules and regulations, security requirements and site rules that apply at any location where the Services are provided;</p> | | |
| <p>vii. obtain, and at all times maintain, all necessary licences, insurances and consents and comply with all relevant legislation applicable to the provision of the Services;</p> | | |
| <p>viii. not do anything which could harm the reputation of WTS or any WTS Affiliates;</p> | | |

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| <p>insurance. In no event shall WTS be responsible for any fees, charges or expenses not expressly provided for in the Purchase Order.</p> | <p>having jurisdiction over the Supplier, the Agreement and/or any Purchase Order.</p> | <p>cancel the Purchase Order and be refunded for sums paid. All necessary costs in connection with remedying the defect shall be paid by the Supplier.</p> |
| <p>8.2 WTS shall only be liable for travel and subsistence costs of the Supplier where this is expressly stated on the Purchase Order and each instance of the relevant costs are pre-approved by WTS in writing.</p> | <p>8.9 WTS may, without limiting any other rights or remedies it may have, set off any amounts owed to it or any other WTS Affiliates by the Supplier against any amounts payable by WTS to the Supplier.</p> | <p>9.8 If the Supplier has re-performed Services or replaced or repaired the Goods, the Supplier warrants that the re-performed Services and the replaced or repaired Goods shall be free from defects and shall comply with Conditions 9.1 or 9.2 (as applicable) for a further period of 24 (twenty-four) months from the date of re-performance, replacement or repair, unless the remaining part of the warranty period pursuant to Condition 9.1 or 9.2 is longer, in which case such longer period shall be deemed to commence from the date of re-performance, replacement or repair (as applicable).</p> |
| <p>8.3 An invoice for Services may only be raised following Delivery of all Services to be provided under that Purchase Order. Goods may only be charged for where this is specified in the Purchase Order. Each invoice shall set out the Purchase Prices payable, quote the relevant Purchase Order Numbers and any other information reasonably requested by WTS. Subject to Condition 8.4, WTS shall pay the invoice 45 (forty-five) days after receipt of the invoice by WTS in accordance with this Condition 8.3.</p> | <p>9. WARRANTIES</p> <p>9.1 The Supplier warrants that Services supplied to WTS by the Supplier shall: (i) be free from defects in design, material and workmanship; (ii) be provided with reasonable care and skill and in accordance with generally recognised commercial practices and standards; (iii) conform with all descriptions and specifications; and (iv) be provided in accordance with and comply with all applicable statutory and regulatory requirements. The Supplier further warrants that if the Supplier is providing Services following a proposal (such as an RFP response) the proposal was accurate and complete in all material respects, and was not misleading.</p> | <p>10. INTELLECTUAL PROPERTY</p> <p>10.1 The Supplier hereby grants to WTS a perpetual, non-exclusive, transferable, royalty free, irrevocable licence to use the Intellectual Property Rights in the Goods and any related documentation or information supplied or made available in relation to the Goods.</p> |
| <p>8.4 If WTS disputes any invoice or other statement of payments due, WTS shall notify the Supplier in writing and the Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount shall be paid by WTS in accordance with Condition 8.3 provided that WTS has received from the Supplier a revised invoice in respect of the undisputed amount. The Supplier's obligations to supply the Services and Goods shall not be affected by any payment dispute.</p> | <p>9.2 The Supplier warrants that Goods supplied to WTS by the Supplier shall: (i) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by WTS and for any purpose for which such Goods are commonly supplied; (ii) be free from defects in design, material and workmanship; (iii) comply with their drawings and specification; and (iv) comply with all applicable statutory and regulatory requirements.</p> | <p>10.2 All Intellectual Property Rights arising in or in relation to all reports, designs and drawings which have been produced for or by WTS pursuant to the Agreement and/or to satisfy the requirements of WTS or its customers, and any and all other Deliverables, plans and drawings, technical descriptions, calculations, test results, models and other data and documentation developed by the Supplier as part of the Services and/or otherwise provided to WTS pursuant to the Agreement (collectively the "Materials") shall vest in WTS. The Supplier hereby assigns (by way of present and, where appropriate, future assignment), all such Intellectual Property Rights and right, title and interest with full title guarantee to WTS. The Supplier shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing that WTS may consider necessary or desirable to perfect the right, title and interest of WTS in and to the Intellectual Property Rights in the Materials.</p> |
| <p>8.5 Unless otherwise stated in the Purchase Order, the Purchase Prices are exclusive of amounts in respect of VAT, sales tax or similar taxes. Any such tax if imposed shall be separately stated on the applicable invoice and WTS shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of Goods and/or Services.</p> | <p>9.3 Unless agreed by the Parties in writing otherwise, the Supplier warrants the Services shall be in accordance with Condition 9.1 for a period of 24 (twenty-four) months from the date of supply and that the Goods shall be in accordance with Condition 9.2 for a period of 24 (twenty-four) months from the date on which the Goods were first put to their intended use by WTS or its customer (as applicable).</p> | <p>10.3 WTS grants to the Supplier a non-exclusive, non-transferable, royalty free, revocable licence to the Supplier to use the Materials and WTS Branding for the sole purpose of providing the Services under the Agreement. Accordingly, the Materials and WTS Branding shall not be used for any other purpose by the Supplier. The Supplier shall use the WTS Branding and livery as instructed by WTS in relation to the Services.</p> |
| <p>8.6 WTS shall have no liability to pay any tax, duty, levy or charge of any kind imposed by any state or state authority by reason of the purchase of the Goods and/or Services other than tax on its overall net income, profits and gains imposed in a state in which WTS is based for tax purposes.</p> | <p>9.4 Following discovery of a defect in the Services or Goods (if applicable), WTS shall submit a complaint to the Supplier no later than 30 (thirty) days after the defect was discovered by WTS.</p> | <p>10.4 The Parties agree that, except as expressly provided to the contrary, the Agreement does not transfer ownership of, or create any licences (implied or otherwise), in any Intellectual Property Rights.</p> |
| <p>8.7 The Supplier shall bear the cost and be responsible for making all necessary arrangements for and the payment of all import and re-export charges including, but not limited to, customs' duties, fees, licenses, import tariffs or similar charges imposed, including any brokerage fees and other ancillary fees in connection therewith on any Services provided and any Good imported and employed or used by the Supplier in the performance of the Agreement and/or any Purchase Order.</p> | <p>9.5 Without prejudice to Condition 7.2, if the Services suffer from a defect and/or are non-complaint with Condition 9.1 the Supplier shall, promptly at the request of WTS, re-perform the Services so that they are in compliance with the Agreement.</p> | <p>11. INDEMNITY</p> <p>The Supplier shall indemnify WTS and all WTS Affiliates against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other</p> |
| <p>8.8 The Supplier shall pay and be responsible for all taxes including withholding tax, assessed or levied against or on account of salaries or other benefits paid to the Supplier's employees or its agents and representatives imposed by any governmental authority</p> | <p>9.6 Without prejudice to Condition 7.2, if the Goods suffer from a defect and/or are non-complaint with Condition 9.2, the Supplier shall repair or replace the defective item at WTS' option. Where a repair is required this will be conducted at a location reasonably specified by WTS.</p> | |
| | <p>9.7 All costs associated with a re-performance, repair or replacement of defective Services and/or Goods in accordance with Conditions 9.5 and 9.6 shall be at the Supplier's expense. If the Supplier is unable to remedy the defect within a reasonable time, WTS shall, having given the Supplier notification to this effect, be entitled to perform or arrange the performance of the remedying of the defect and/or to</p> | |

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professional costs and expenses) suffered or incurred by WTS arising out of or in connection with:

- i. any breach by the Supplier of its confidentiality obligations under these General Conditions of Purchase for Services;
- ii. any use of WTS's Intellectual Property Rights which is not expressly permitted in writing by WTS;
- iii. any claim made against any WTS Affiliate for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Services and/or the Goods;
- iv. any death, personal injury or damage to property arising out of, or in connection with defective Services and/or Goods, to the extent that the defect is attributable to the acts or omissions of the Supplier, its representatives, employees, agents, suppliers or subcontractors (including any claim made against WTS and/or WTS Affiliates by a third party); and
- v. any claim made against any WTS Affiliate by a third party arising out of, or in connection with, the supply of the Services and/or Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance by the Supplier, its representatives, employees, agents, suppliers or subcontractors.

12. LIMITATION OF LIABILITY

12.1 Nothing in the Purchase Order, the Additional Terms or these General Conditions of Purchase for Services shall limit or exclude the liability of either Party for:

- i. death or personal injury resulting from negligence;
- ii. fraud or fraudulent misrepresentation;
- iii. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- iv. the Supplier's liability under the indemnities contained in Conditions 11 i – 11 v; or
- v. any liability which cannot be limited or excluded by applicable law.

12.2 Subject to Condition 12.1, each Party's total liability arising under or in connection with each Purchase Order, whether arising in contract, tort (including negligence), for breach of statutory duty or misrepresentation, or otherwise, shall be limited to the greater of five million US dollars (\$5,000,000) or two hundred percent (200%) of the amount payable to the Supplier under such Purchase Order.

12.3 Subject to Conditions 12.1 and 12.2, neither Party shall be liable for any indirect or consequential loss or damage arising out of or related to the Purchase Order, whether arising in contract, tort (including negligence), for breach of statutory duty or misrepresentation, or otherwise, even if that Party was aware of the possibility that such loss or damage might be incurred by the other Party.

13. CONFIDENTIALITY

13.1 Each Party undertakes to keep confidential any Confidential Information relating to the other Party (and in the case of the Supplier any WTS Affiliate) which it obtains under or in connection with the Purchase Order, these General Conditions of Purchase for Services and the Additional Terms (if any) and not to use such information or disclose it to any other person, other than as permitted under Condition 13.2, or otherwise use such Confidential Information except to allow the Party to fulfil its obligations under a Purchase Order, these General Conditions of Purchase for Services and/or the Additional Terms. This Condition 13 shall apply from the placing of any Purchase Order or agreeing any Additional Terms (whichever is sooner) and shall survive the termination or expiry of the Agreement. For the avoidance of doubt, the customers and potential and actual customer orders of WTS and WTS Affiliates, including, but not limited to customer orders which relate to Purchase Orders shall be treated as Confidential Information by the Supplier. Accordingly, the Supplier undertakes not to contact any customer of WTS or any WTS Affiliate in relation to any actual or proposed Purchase Order or any other services proposed to be supplied by the Supplier directly to the customer unless this is expressly permitted in writing by WTS. For the avoidance of doubt, the Supplier acknowledges that any Confidential Information it obtains from WTS or a WTS Affiliate in relation to a Purchaser Order may not be used by the Supplier in relation to any subsequent negotiations or orders between the Supplier and WTS' customer.

13.2 Condition 13.1 shall not apply to the disclosure of Confidential Information: (i) disclosed by WTS to a WTS Affiliate or to any of its directors, employees, advisers and agents including to any of WTS Affiliates' directors, employees, advisers and agents; (ii) disclosed with the consent of the Party to whom the Confidential Information relates; and/or (iii) if and to the extent: (A) disclosure is required by applicable law; (B) disclosure is required by any competent regulatory authority or recognised stock exchange; (C) that such information is in the public domain other than through breach of this Condition 13; or (D) the Confidential Information is supplied in connection with the Services to a customer of WTS or a WTS Affiliate for the purposes of using the Services or marketing, selling or distributing the Services.

14. EXPIRY AND TERMINATION

14.1 The Additional Terms and/or the Purchase Order may be terminated by a Party with immediate effect if the other Party:

- i. commits a material breach of its obligations under the Additional Terms (if any), these General Conditions of Purchase for Services or Purchase Order (as applicable) and such breach is: (i) not capable of remedy; or (ii) is capable of remedy but is not remedied within a period of 21 (twenty-one) days following receipt of notice in writing requiring it to do so;
 - ii. is declared bankrupt, becomes insolvent, is unable to pay debts or enters into an arrangement with its creditors; or
 - iii. has a petition presented, an order made or a resolution passed for its liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution or if an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed to the other Party and/or over all or any part of the assets of the other Party.
- 14.2 Where WTS or any WTS Affiliate has the option to terminate any Additional Terms and/or any Purchase Orders, WTS and each WTS Affiliate may also terminate any other Purchase Order.
- 14.3 WTS has the right to cancel (annul) a Purchase Order (in whole or in part), without liability to the Supplier by providing at least 7 (seven) days' notice.
- 14.4 Termination or expiry of a Purchase Order or the Additional Terms shall not prejudice any of the Parties' rights and remedies which have accrued as at termination or expiry.

15. FORCE MAJEURE

- 15.1 For the purposes of this Condition 15, a "**Force Majeure Event**" means an event the occurrence of which is beyond the reasonable control of either Party, including the following: act of god, war, explosions, fires, floods, tempests, earthquake, insurrection, acts of terrorism, riot, civil disturbance, rebellion, strike, lock-out or labour dispute but not a strike, lock-out or labour dispute involving the Party relying on this Condition.
- 15.2 If a Force Majeure Event occurs which prevents a Party (the "**Affected Party**") from performing any of its obligations to the other (the "**Other Party**") the Affected Party shall not be liable to the Other Party and shall be released from its obligations to the extent that its ability to perform such obligations has been affected by the Force Majeure Event, provided that: (i) in the case of the Supplier, the lack of ability to perform the obligations caused by the Force Majeure Event could not have been prevented by reasonable precautions; (ii) the Affected Party notifies the Other Party in writing as soon as reasonably practical of the occurrence of the Force Majeure Event and the nature and likely duration of its impact upon the Other Party; (iii) the Affected Party takes all reasonable steps to mitigate the impact of the Force Majeure Event on the Other Party and in particular continues to perform those obligations affected by the Force Majeure Event but whose performance has not been rendered impossible to the highest standard reasonably practicable in the circumstances; and (iv) the Affected Party resumes normal

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performance of all affected obligations as soon as the impact of the Force Majeure Event ceases, and notifies the Other Party in writing of such resumption.

15.3 If the impact of the Force Majeure Event upon the Affected Party prevents it from performing a substantial part of its obligations under the Purchase Order for a period of thirty (30) consecutive days, the Other Party may, by written notice, terminate the Purchase Order either in whole or in part (in respect of all or some of those Services or (if applicable) Goods which have been affected by the Force Majeure Event) with immediate effect and without liability to the Affected Party.

16. PERSONNEL AND NON COMPETITION

16.1 The Supplier shall employ or engage such numbers of suitably trained and qualified Personnel as are required to provide the Services in accordance with the Agreement.

16.2 The Supplier shall, and shall ensure that it and the Personnel observe and comply with all reasonable instructions of WTS in relation to the Services. WTS reserves the right to refuse the Personnel access to WTS's premises or any location where the Services are to be provided from if the Personnel are non compliant with this Condition 16.2 or Condition 3.5 vi. In any case, such access shall only be given to the extent necessary for the performance of the Services.

16.3 The Supplier shall notify WTS as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Services.

16.4 The Supplier must ensure that all Personnel are legally entitled to work in the location where the Services are provided and where appropriate all Personnel shall have the required visa, work permit or permission issued by the appropriate authority to undertake work forming part of the Services.

16.5 Personnel are not WTS' employees or agents and the Supplier agrees that it takes full responsibility for their acts and shall be solely responsible for the payment of their salary, other benefits and for withholding and paying any applicable tax and insurance contributions. If any Personnel claim or are found to be an employee of WTS, the Supplier shall immediately take appropriate corrective action or (at the request of WTS) remove the said Personnel from performing the Services hereunder.

16.6 The Supplier agrees that it shall not, and shall procure that its respective affiliates and subcontractors shall not, directly or indirectly, solicit or procure any employees or contractors of WTS who are directly employed or engaged in connection with the provision of the Services under the Agreement whilst such persons are so employed or engaged and for a period of twelve (12) months following completion of the Services.

16.7 Without prejudice to any other restriction stated in the Agreement, the Supplier agrees that for a period of twelve (12) months following

completion of the Services, it will not solicit business from any client of WTS for which the Supplier performs services for WTS under the Agreement.

16.8 The Supplier further agrees that the non-competition and non-solicitation provisions of the Agreement are necessary to protect WTS's legitimate business interests, including, without limitation, the confidential business or professional information and trade secrets of WTS, the relationships between WTS and its customers, and the goodwill of WTS.

16.9 In the event there is a breach or threatened breach of the undertakings in Conditions 13.1, 16.6 and 16.7, WTS shall be entitled to seek and obtain injunctive relief in order to enforce the Supplier's non-solicitation and non-competition undertakings. Supplier agrees to indemnify WTS for all costs and expenses which reasonably result from investigating non-compliance and undertaking legal proceedings resulting from a breach of the undertakings in Conditions 13.1, 16.6 or 16.7.

17. ETHICAL STANDARDS, OFAC COMPLIANCE AND RECORDS

17.1 The Parties agree that neither Party shall:

i. offer or agree to give any person working for or engaged by the other Party any gift or other consideration, which could act as an inducement or a reward for any act or omission to act in connection with the Agreement or any other agreement between the Parties;

ii. enter into the Agreement or any other agreement with the other Party if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the other Party or that an agreement has been reached to that effect unless (i) details of any such arrangement have been disclosed in writing to the other Party prior to the execution of the agreement; and (ii) approval of such arrangement by an authorised representative of the other Party has been obtained;

iii. offer, pay or promise to pay either directly or indirectly, anything of value to a Public Official in connection with the Agreement. The Parties further agree that in the performance of their respective obligations under the Agreement, the Parties and their respective representatives, agents, sub-contractors, suppliers and employees shall comply with the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (or any subsequent replacement or amendment of such convention). The Supplier shall notify WTS immediately in writing with full particulars in the event that the Supplier receives a request from any Public Official requesting illicit payments in connection with the Agreement; or

iv. take any other action which results in a breach by either Party of any applicable anti-corruption legislation.

17.2 If either of the Parties or any of their representatives, agents, sub-contractors, suppliers or employees breaches Condition 17.1, the other Party may terminate any Purchase Orders and the Additional

Terms (if any) by written notice with immediate effect. Any termination pursuant to this Condition 17.2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the terminating Party.

17.3 The Supplier shall (and shall ensure that its representatives, agents, sub-contractors, suppliers and employees shall) comply with all applicable child labour and human rights laws relating to the manufacture, packing, packaging, marking, storage, handling, and delivery of the Services and Goods and all other obligations of the Supplier under the Agreement.

17.4 Pursuant to the U.S. Department of Treasury, Office of Foreign Assets Control ("OFAC") regulations respecting USD payments, neither Party can facilitate USD payments in any transaction related to OFAC sanctioned entities, either directly or indirectly. As of the date of these General Conditions of Purchase for Services, sanctioned entities include the countries of Burma, Cuba, Iran, North Korea, Sudan and Syria, and certain named persons linked to those countries. Either Party may be required to request information from the other Party which supports a verification statement which New York intermediary banks may require according to the OFAC regulations, including whether a person is a "specially designated national" listed by OFAC or any executive order, or a "national" of any country with which transactions are regulated by OFAC. Both Parties shall provide timely and truthful responses to any such reasonable enquiries the other Party may make to support any required verification statements.

17.5 The Supplier shall maintain complete and accurate records of the supply of the Services and all costs incurred and charges made in connection therewith (the "Records"). All financial Records in connection with the supply of the Services shall be maintained in accordance with international generally accepted accounting principles, consistently applied. The Supplier shall retain all Records for at least three (3) years from Delivery of the relevant Services.

18. GENERAL

18.1 The Supplier acknowledges that its Services may be used as part of a larger project or other supply of services by WTS to its customer(s).

18.2 The Supplier may not assign any of its contractual rights or obligations under the Agreement without WTS' prior written consent. If the Supplier sub-contracts any of its obligations, it shall be liable for the actions of its sub-contractors as if they are its own.

18.3 The Supplier may not delegate or sub-contract the Services (or any part thereof) without WTS' prior written approval and consent. The grant of approval by WTS under this Condition 18 does not relieve the Supplier from any liability in relation to such Services. The Supplier agrees that it remains fully responsible for the actions and inactions of its subcontractors and for obligations, services and

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functions performed by subcontractors to the same extent as if those obligations, services and functions were performed by the Supplier.

- 18.4 Except as otherwise expressly provided, any notice or other communication from any Party to the other Party which is required to be given under the Agreement must be in writing and addressed to the address provided by the other Party on the relevant Purchase Order.
- 18.5 The Purchase Order (including these General Conditions of Purchase for Services) and the Additional Terms (if any) shall constitute the entire agreement between the Parties in relation to its respective subject matter, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings or collateral contracts of any nature made by the Parties, whether oral or written, in relation to such subject matter.
- 18.6 The rights, powers and remedies provided in these General Conditions of Purchase for Services to WTS are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by applicable law, or otherwise.
- 18.7 Except where provided in these General Conditions of Purchase for Services (in particular, the references to WTS Affiliates) to the contrary, a person who is not a Party to the Agreements may not enforce any of their provisions under the Contracts (Rights of Third Parties) Act 1999. Any right granted to a WTS Affiliate may be enforced directly against the Supplier by that WTS Affiliate. The consent of any WTS Affiliate or any other third party is not necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of these General Conditions of Purchase for Services or any Purchase Order.